Exhibit B

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GOOGLE INC. and ORKUT.COM LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

AFFINITY ENGINES, INC., a Delaware corporation, Plaintiff, v. GOOGLE INC., a Delaware corporation, ORKUT.COM LLC, a Delaware limited liability company, ORKUT BUYUKKOKTEN, individually, and DOES 1-20, inclusive, Defendants.	CASE NO.: 104CV020368 **DEFENDANTS' RESPONSE TO AFFINITY ENGINES, INC.'S SECOND SET OF SPECIAL INTERROGATORIES.**

PROPOUNDING PARTY: Affinity Engines, Inc.

RESPONDING PARTY: Google Inc. & Orkut.com LLC

SET NO.: TWO

Pursuant to Code of Civil Procedure Section 2030, defendant Google Inc., ("Google") and defendant Orkut.com, LLC hereby respond to plaintiff Affinity Engines, Inc.'s ("AEI") Second Set of Special Interrogatories as follows.

General Objections

1. Google objects to the interrogatories to the extent they constitute premature contention interrogatories. Google makes these responses based on information and writings presently available to it and its attorneys. Google has not completed (1) its investigation of the facts relating to this case, (2) discovery, or (3) preparation for trial. Google reserves the right to modify or supplement its responses upon receipt and analysis of discovery in the case.

2. Google makes these responses solely for the purposes of this action. Each response is subject to all objections as to competence, relevance, materiality, propriety and admissibility, and to all other objections on any grounds that would require the exclusion of any statements or documents in court. Thus, Google expressly reserves all applicable objections for trial.

3. To the extent that any interrogatory calls for information protected by the work product doctrine or any applicable privilege (e.g., attorney-client), Google objects to each such interrogatory and will not supply protected or privileged information.

4. Google objects to each interrogatory to the extent that it calls for confidential business information of Google or a third party. Google will not disclose confidential business information in the absence of a protective order.

5. Google objects to each interrogatory as unduly burdensome and oppressive to the extent that it purports to require Google to search all Google offices and facilities and inquire of all Google employees. Google's responses are based upon (1) a reasonable good faith search (given the time allocated to Google to respond to the interrogatories) of Google facilities and files that could reasonably be expected to contain responsive information, and (2) inquiries of Google's employees and/or representatives who could reasonably be expected to possess responsive information.

6. Google objects to each interrogatory to the extent that it purports to impose any requirement or discovery obligation on Google other than those set forth in the California Code of Civil Procedure and the applicable rules of this Court.

7. Google objects to the definition of GOOGLE on the grounds that it renders each interrogatory containing the term vague, ambiguous, overly broad, unduly burdensome, and

oppressive to the extent the term means and refers to any "agents, employees, officers, directors, shareholders, affiliates, parents, subsidiaries, partners, attorneys, accountants, representatives, and all persons acting or purporting to act for or on behalf of Google." As used herein by Google, the term GOOGLE includes Google's employees, and/or representatives that could reasonably be expected to have responsive information for these interrogatories

Specific Objections and Responses

Google expressly incorporates the above general objections as though set forth fully in response to each of the following individual interrogatories, and, to the extent that they are not raised in any particular response, Google does not waive those objections. An answer to an interrogatory shall not be deemed a waiver of any applicable specific or general objections to an interrogatory.

INTERROGATORY NO.4:

Describe in detail the basis for all affirmative defenses asserted in Google's Answer to Complaint, dated June 28, 2004.

RESPONSE TO INTERROGATORY NO.4:

Defendants object to this interrogatory as a premature contention interrogatory with respect to AEI's claims, which AEI has not fully explained. Defendants further object to this interrogatory as unduly burdensome and unfairly prejudicial because AEI has failed to provide substantive responses to Defendants' discovery on the basis of AEI's claims. Over four months after the case was filed and after numerous discovery requests have been propounded, AEI has yet to provide Defendants with the basis for its contention that Defendants misappropriated AEI trade secrets. In fact, AEI has failed to even identify the source of its ownership rights that are at issue in this case. Furthermore, AEI has neither provided Defendants with a copy of the allegedly misappropriated code nor identified the allegedly misappropriated code with any specificity. Without this basic information, Defendants cannot provide a more detailed response to this interrogatory. Accordingly, Defendants reserve the right to amend this response upon the receipt of discovery and some additional specification from AEI as to the basis for its claim. Pursuant to the foregoing and its general objections, Defendants respond:

Affirmative Defense Nos. 1-4, 6, 11

Defendants' first, second, third, fourth, sixth and eleventh affirmative defenses generally share a common factual background. Defendants contend that neither they nor Mr. Buyukkokten have engaged in any wrongdoing directed towards AEI and further allege that AEI has suffered no injury as a result of any alleged misconduct. But to the extent there was any misconduct that in any way caused injury to AEI, AEI could have avoided or mitigated such injury through the exercise of even the most basic precautions. To begin with, AEI did not enter into any employment or confidentiality agreement with Mr. Buyukkokten setting forth the terms of any relationship between them and at no time did AEI ever strive to correct that shortcoming. Rather, AEI consistently and knowingly left the terms of its relationship, if any, with Mr. Buyukkokten undefined so as to allow itself to capitalize on any ambiguity in his status.

The individuals who would later start AEI were well aware that Mr. Buyukkokten accepted employment with Google in May 2002. Indeed, these individuals were well aware of the terms of his employment contract long before Mr. Buyukkokten executed it, as they (and their counsel) assisted Mr. Buyukkokten in preparing Exhibit A to his Employment, Confidentiality and Inventions Assignment Agreement with Google, knowing full well how it would operate. AEI knew Google was relying on Google's Employment, Confidentiality and Inventions Assignment Agreement with Mr. Buyukkokten to define its rights to any intellectual property created by Mr. Buyukkokten. AEI never acted to obtain any consent, permission or authorization from Google in writing or otherwise permitting Mr. Buyukkokten to work for AEI, or agreeing that AEI would own intellectual property created by Mr. Buyukkokten while he was employed by Google.

From the time that Mr. Buyukkokten started at Google, AEI knew that Google was interested in the social networking space. However, AEI made no effort whatsoever to restrict Mr. Buyukkokten's work for Google in any way, whether by agreement with Mr. Buyukkokten or by agreement with Google. In no way did AEI ever suggest that Google needed to take precautions with respect to work that Mr. Buyukkokten did or ownership of the code he wrote while a Google employee. Indeed, the first time Google learned of AEI's contentions now set forth in the lawsuit, was in connection with threats of litigation some eighteen months after Mr. Buyukkokten began working at Google, and six weeks after Google had publicly announced and launched its social networking service. AEI thus waited until well after Google had committed to developing a program through Mr. Buyukkokten, launched that program publicly, and built a membership base to raise, for the first time with Google, any issue with respect to Mr. Buyukkokten's work at Google and Google's ownership of work he did.

Had Google known of AEI's contentions with respect to intellectual property Mr. Buyukkokten developed, it could have, if necessary, taken a dramatically different approach to the creation of a social networking service. Google had a host of alternatives to developing code for a social networking service, including but not limited to the use of alternative programmers/engineers, purchasing or licensing code from third parties, or not entering the space at all.

After accusing Google of allegedly misappropriating trade secret source code, AEI refused to allow Google to examine the code AEI claimed to own, preventing Google, for several months, from taking any steps to determine whether or not there was any merit to AEI's claim and address any supposed misappropriation. AEI repeatedly rejected Google's offers to permit a neutral expert to conduct a comparison of the parties' source codes. To this day, AEI has failed to provide Google with a copy of the code it contends was misappropriated and has not identified the allegedly misappropriated code with any specificity, making it impossible for Google to evaluate AEI's allegations.

Separately, AEI knew that Mr. Buyukkokten possessed complete copies of the entire source codes to the InCircle and ClubNexus programs while Mr. Buyukkokten was working at Google. AEI never secured any agreement with Mr. Buyukkokten to return what it now claims was its intellectual property. In fact, AEI knew that Mr. Buyukkokten rejected AEI's request for the return of that source code, and that he continued to possess it even after he resigned from the board of directors of AEI. AEI also knew that Mr. Buyukkokten possessed a copy of this source code while allegedly developing a competing program on his own called Corcle. AEI still took no action to secure the return of the code. And AEI knew that Mr. Buyukkokten possessed a copy of this source code after having written a social networking program for Google in January 2002. Even then AEI took no action to seek return of what it claims now is its code for several months.

Affirmative Defense No. 5

In anticipation of litigation over this matter, Mr. Buyukkokten turned over to counsel for Defendants a hard disk drive and 34 CD-ROMS. Defendants then promptly permitted AEI to make and retain forensic copies of these materials while their counsel retained the originals supplied by Mr. Buyukkokten. Any retention or examination of such materials by Defendants' counsel in anticipation of or in connection with this litigation fall within the litigation privilege. To the extent any of AEI's other claims depend upon such retention or examination, they too are barred by the litigation privilege.

Separately, to the extent that Mr. Buyukkokten incorporated any Prior Invention (as defined in his Employment, Confidential and Invention Assignment Agreement with Google) into any of Defendants' products or services at any time, or does so at any time in the future, Google holds a license to use any and all such materials by virtue of the operation of the Employment, Confidential Information and Invention Assignment Agreement.

Affirmative Defense No. 7

Defendants' USTA preemption affirmative defense is a question of law, not fact. As a matter of law, based on the allegations and claims pled by AEI, the USTA preempts AEI's causes of action for common law misappropriation, conversion, common law unfair competition, and statutory unfair competition. The UTSA is the exclusive means by which a party may seek redress for alleged misuse of its trade secret and confidential information.

Affirmative Defense No. 8

Defendants' copyright preemption affirmative defense is a question of law not fact. Based on the allegations and claims pled by AEI, AEI's claims are barred by federal copyright law as they amount to nothing more than an allegation that Defendants made unauthorized use of AEI's source code -- material that falls within the ambit of the Copyright Act.

Affirmative Defense No. 9

AEI has not stated its claim with specificity, despite Defendants' requests that it do so. Accordingly, Defendants cannot tell when AEI contends Defendants' alleged misconduct began, or what it consists of. Depending on the basis for plaintiff's claim and date of accrual, various statutes of limitations would be applicable to bar some or all of plaintiff's claims.

Affirmative Defense No. 10

Plaintiff's trade secret cause of action fails to state a claim because plaintiff's complaint fails to identify with any particularity any information in which they have ownership interest that qualifies for trade secret protection which Defendants allegedly misappropriated. Further, plaintiff has failed to identify any specific measures, let alone reasonable measures that it took to preserve the confidentiality of the claimed trade secrets. Plaintiff's claims which are predicated upon the trade secret charges fail for the same reason. Further, because such claims all depend upon alleged trade secret misappropriation for their predicate wrongdoing or seek protection for material covered by the Copyright Act, they are preempted. See Nos. 7, 8 *supra*.

Plaintiff's conversion claim fails to state a claim because plaintiffs have not identified a tangible property interest that they own over which Defendants have exercised dominion without plaintiff's authorization. The conversion claim is further barred by the application of the litigation privilege, which appears on the face of the complaint. To the extent that plaintiffs remaining claims depend upon the conversion claim for predicate wrongdoing, they suffer from the same pleading defect.

Affirmative Defense No. 12

Google denies that Mr. Buyukkokten or Google has engaged in any misconduct directed towards AEI. Google further denies that AEI has suffered any injury or damage, and believes that to the extent AEI has suffered any damage, such damage is AEI's own fault. *See* 1-4, 6, 11 *supra*. But if Mr. Buyukkokten did engage in wrongdoing towards AEI and AEI was injured as a result, Google had no knowledge of such wrongdoing and Mr. Buyukkokten's conduct would not have been endorsed by, condoned by, ratified by or approved by Google with knowledge of such wrongdoing. To the contrary, any such misconduct involving the use of another party's intellectual property is explicitly prohibited by Google's corporate policies which Google makes known to each employee.

Affirmative Defense No. 13

AEI has not identified the source of its ownership rights in the information at issue in this case, nor provided the underlying facts to support its claim of ownership of that information. Indeed, AEI has not specifically identified the information actually at issue in this case. Nevertheless, AEI has no ownership interest in its claimed trade secrets or confidential information that it contends that Google improperly made use of, and thus AEI lacks standing to pursue its cause of action for alleged misappropriation of trade secrets and any related claims. Specifically, with respect to information developed by Mr. Buyukkokten relating to social networking, such information is owned by Google, and if not Google, than by Mr. Buyukkokten himself. AEI is likewise not the owner and thus lacks standing to assert claims based on information, if any, owned by Stanford University and merely licensed to AEI. AEI likewise does not own the media it contends Defendants have converted, and thus lacks standing to pursue a conversion claim.

INTERROGATORY NO. 5:

State the precise starting date of Orkut Buyukkokten's employment with Google.

RESPONSE TO INTERROGATORY NO. 5:

Defendants object to this interrogatory as calling for information that is neither relevant to the action nor reasonably calculated to lead to the discovery of admissible evidence. Defendants also object to this interrogatory as a premature contention interrogatory as discovery in the matter is just begun. Defendants further object to this interrogatory as unduly burdensome and unfairly prejudicial as AEI has refused to provide substantive responses to Defendants' discovery on the same issue. Specifically AEI has failed to answer similar interrogatories served by Defendants on AEI well before AEI served this interrogatory, and presented a corporate representative for deposition who refused to answer similar questions. Pursuant to these specific and the above general objections, Defendants respond that: Mr. Buyukkokten signed his offer letter with Google on or about May 30, 2002, thereby undertaking obligations to the company. Mr. Buyukkokten began working at Google no later than August 5, 2002.

INTERROGATORY NO. 6:

Describe in detail the basis for any contention by Google that, between August 1, 2002 and September 11, 2002, Orkut Buyukkokten in the course of his employment with Google, incorporated into a Google product, process or machine any Prior Invention (as defined in the "Employment, Confidential Information and Invention Assignment Agreement") owned by Buyukkokten or in which Buyukkokten had an interest, including but not limited to the identity of any such Google product, process, or machine and the circumstances behind any such incorporation.

RESPONSE TO INTERROGATORY NO. 6:

Defendants object to this interrogatory as calling for information that is neither relevant to the action nor reasonably calculated to lead to the discovery of admissible evidence. Defendants also object to this interrogatory as a premature contention interrogatory as discovery in the matter is just begun. Google further objects to this interrogatory as unduly burdensome and unfairly prejudicial as AEI has refused to provide substantive responses to Defendants' discovery on the same issue. Specifically, AEI has failed to answer similar interrogatories served by Defendants on AEI well before AEI served this interrogatory, and presented a corporate representative for deposition who refused to answer similar questions. Further, AEI interrogatory misstates Defendants' contention in this action. Pursuant to the foregoing and their general objections, Defendants respond: By virtue of the Employment, Confidential Information and Invention Assignment between Mr. Buyukkokten and Google, Google holds a broad license to any Prior Invention (as defined in the Employment, Confidential and Invention Assignment

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Agreement) that Mr. Buyukkokten has incorporated or may at any time in the future incorporate into any of Google's products, processes or machines.

Dated: October 4, 2004

WILSON SONSINI GOODRICH & ROSATI
Professional Corporation

By: [signature]
David H. Kramer

Attorneys for Defendants
Google Inc. and Orkut.com LLC

VERIFICATION TO FOLLOW

PROOF OF SERVICE

I, Deborah Grubbs, declare:

I am employed in Santa Clara County, State of California. I am over the age of 18 years and not a party to the within action. My business address is Wilson Sonsini Goodrich & Rosati, 650 Page Mill Road, Palo Alto, California 94304-1050.

On this date, I served:

1. **DEFENDANTS' RESPONSE TO AFFINITY ENGINES, INC.'S SECOND SET OF SPECIAL INTERROGATORIES**

☒ By placing the document(s) in a sealed envelope for collection and mailing with the United States Postal Service on this date to the following person(s):

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I am readily familiar with Wilson Sonsini Goodrich & Rosati's practice for collection and processing of documents for delivery according to instructions indicated above. In the ordinary course of business, documents would be handled accordingly.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed at Palo Alto, California on October 4, 2004.

Deborah Grubbs